

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re : Chapter 11 Case No.  
LEHMAN BROTHERS HOLDINGS INC., *et al.*, : 08-13555 (JMP)  
Debtors. : (Jointly Administered)  
:  
:  
-----X

NOTICE OF PARTIAL TRANSFER OF CLAIM  
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: UGF Banca S.p.A. ("Transferor")  
Piazza della Costituzione, 2  
40128 – Bologna  
Italy  
Telephone: +39 02 5185955  
Email: [legale.contenzioso@ugfassicurazioni.it](mailto:legale.contenzioso@ugfassicurazioni.it)
2. Please take notice that the transfer of a portion of your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 55744 (attached as Exhibit A hereto), has been transferred to:

Barclays Bank PLC ("Transferee")  
745 Seventh Avenue  
New York, NY 10019  
Telephone: (212) 412-2865  
Email: [daniel.crowley@barclayscapital.com](mailto:daniel.crowley@barclayscapital.com)  
[jessica.fainman@barclayscapital.com](mailto:jessica.fainman@barclayscapital.com)

An executed "Evidence of Transfer of Claim" is attached as Exhibit B hereto. All distributions and notices regarding the transferred portion of the claim should be sent to the Transferee.

3. No action is required if you do not object to the partial transfer of your claim. However, **IF YOU OBJECT TO THE PARTIAL TRANSFER OF YOUR CLAIM, WITHIN 20 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court  
Southern District of New York  
Attn: Clerk of Court  
Alexander Hamilton Custom House  
One Bowling Green  
New York, NY 10004-1408

-- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE**

-- Refer to **INTERNAL CONTROL NO.** \_\_\_\_\_ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING.**

CLERK

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**FOR CLERK'S OFFICE USE ONLY:**

This notice was mailed to the first named party, by first class mail, postage prepaid on \_\_\_\_\_, 2009.

INTERNAL CONTROL NO. \_\_\_\_\_

Copy: (check) Claims Agent\_\_ Transferee\_\_ Debtors' Attorney\_\_

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Deputy Clerk

EXHIBIT A

[Proof of Claim]

**LEHMAN SECURITIES PROGRAMS  
PROOF OF CLAIM**

United States Bankruptcy Court Southern District of New York  
Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re:  
Lehman Brothers Holdings Inc., et al.,  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Filed: USBC - Southern District of New York  
Lehman Brothers Holdings Inc., Et Al.  
08-13555 (JMP)

0000055744



**Note:** This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

UGF Banca S.p.A. [ON BEHALF OF ITS CLIENTS]  
Piazza della Costituzione, 2  
40128 - Bologna  
Italy

Telephone number: +39 02 51815955 Email Address: [Legale.contenzioso@ugfassicurazioni.it](mailto:Legale.contenzioso@ugfassicurazioni.it)

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above)

Telephone number: \_\_\_\_\_ Email Address: \_\_\_\_\_

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. **SEE EXHIBIT 1**

Amount of Claim: \$ 552,607,016.17 (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): SEE EXHIBIT 2 (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

SEE EXHIBIT 3 (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

SEE EXHIBIT 4 (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date.

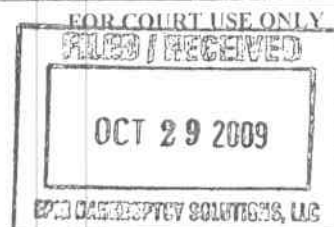
27-Oct-2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

UGF BANCA S.p.A. - Chief Executive Officer

Colombini Luciano

SEE EXHIBIT 5



Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

*The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.*

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

**Lehman Brothers Holdings Claims Processing**  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, PO Box 5076  
New York, NY 10150-5076

**Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009.

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (<http://www.lehman-docket.com>) to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

UGF BANCA S.p.A. (On behalf of its clients)  
EXHIBIT 1 to the Proof of Claim - Claim amounts for  
each Lehman Programs Security to which the Proof of  
Claim relates and as evidenced in the highlighted  
column

Exchange Rate EUR/USD as of 15 September 2008: 1.4243  
(source: Bloomberg)

ISIN	Description	Claim amounts included in the amount specified in the Proof of Claim: Principal Amount plus Interest accrued but not paid as of 14 September 2008 (included)	Claim amounts included in the amount specified in the Proof of Claim: Principal Amount plus Interest accrued but not paid as of 14 September 2008 (included)	Principal amount (EUR)	Principal amount (USD)	Interest accrued but not paid as of 14 September 2008 (included) (EUR)	Interest accrued but not paid as of 14 September 2008 (included) (USD)	Last Interest Payment Date	Applicable Rate	Depository	Account number
XS0128857413	LEH 6 3/8 05/10/11	10,587,128.30	15,079,246.84	10,358,000	14,752,899.4	229,128.30	326,347.44	10/05/09	6.375%	Clearstream	11037
XS0162289663	LEH 6 02/28/10	60,000	85,458	60,000	85,458	0.00	0.00	02/28/09	0.000%	Clearstream	11037
XS0176153350	LEH 6 10/10/13	920,441.97	1,310,985.50	895,000	1,274,748.50	25,441.97	36,237.00	10/10/08	3.060%	Clearstream	11037
XS0178969209	LEH 7 1/2 8/13	40,073.53	57,076.73	39,000	55,541.70	1,073.53	1,529.03	11/26/08	3.436%	Clearstream	11037
XS0173304889	LEH 6 11/03/08	40,239.99	57,313.81	40,000	56,972	239.99	341.81	11/03/08	5.268%	Clearstream	11037
XS0181945972	LEH 0 01/14/14	61,435.31	87,502.31	60,000	85,458	1,435.31	2,044.31	01/14/09	3.588%	Clearstream	11037
XS0183944643	LEH 4 3/4 01/16/14	69,984,019.73	99,535,809.30	67,756,000	96,504,870.8	2,128,019.73	3,030,938.5	01/16/09	4.750%	Clearstream	11037
XS0185655445	LEH 5 02/27/14	153,739,281.73	218,970,85	150,000	213,645	3,739.28	5,325.85	02/27/09	4.562%	Clearstream	11037
XS0189234425	LEH 0 04/23/14	57,968.62	82,564.71	57,000	81,185.10	968.62	1,379.61	04/23/08	4.319%	Clearstream	11037
XS0189741001	LEH 0 04/05/11	62,631.72	89,206.36	62,000	88,306.60	631.72	889.76	10/08/08	5.316%	Clearstream	11037
XS0193035358	LEH 0 05/21/09	24,083.41	34,302	24,000	34,183.20	83.41	118.80	11/21/08	5.213%	Clearstream	11037
XS020417050	LEH 0 10/27/14	61,590.37	87,723.16	60,000	85,458	1,590.37	2,265.16	10/27/08	3.003%	Clearstream	11037
XS0205185456	LEH 0 11/09/09	40,197.12	67,252.75	40,000	56,972	197.12	280.76	11/10/08	5.218%	Clearstream	11037
XS0208499023	LEH 0 12/30/16	30,670.63	43,984.17	30,000	42,729	670.63	925.18	12/30/08	3.159%	Clearstream	11037
XS0210782552	LEH 0 02/01/13	5,109.30	7,277.47	5,000	7,121.50	109.30	155.67	02/01/09	3.540%	Clearstream	11037
XS0211093041	LEH 5 02/16/15	32,368.98	48,103.11	32,000	45,577.60	368.98	525.51	02/16/09	2.000%	Clearstream	11037
XS0211814123	LEH 4 02/16/17	51,201.76	72,926.67	50,000	71,215	1,201.76	1,711.67	02/16/09	4.169%	Clearstream	11037
XS0213899510	LEH 4 03/09/15	51,032.79	72,066	50,000	71,215	1,032.79	1,471.01	03/09/09	4.000%	Clearstream	11037
XS0224346592	LEH 0 07/20/15	35,485,166.93	50,541,523.26	35,200,000	50,135,360	285,166.93	406,163.26	10/20/08	5.208%	Clearstream	11037
XS0247679573	LEH 0 03/17/11	1,012,734.42	1,442,437.63	1,000,000	1,424,300	12,734.42	18,137.63	09/17/08	5.151%	Clearstream	11037
XS0251832662	LEH 1 TBV 6/30/06-11	40,000,000	56,972,000	40,000,000	56,972,000	0.00	0.00	06/30/11	0.000%	Clearstream	11037
XS0258962975	LEH 1 TBV 6/30/06-11	8,000,000	11,394,400	8,000,000	11,394,400	0.00	0.00	06/30/11	0.000%	Clearstream	11037
XS0266648952	LEH 4 11/4 09/26/16	52,055.33	74,142.40	50,000	71,215	2,055.33	2,927.40	09/26/08	4.250%	Clearstream	11037
XS0282937985	LEH 0 02/05/14	5,029,286.67	7,163,184.51	5,000,000	7,121,500	29,286.67	41,684.51	11/05/08	5.268%	Clearstream	11037
XS0283497005	LEH 0 01/31/17	10,276,627.41	14,537,000.42	10,000,000	14,243,000	276,627.41	384,000.42	01/31/09	4.460%	Clearstream	11037
XS0287044969	LEH 4 5/8 03/14/19	15,348,770.48	21,861,253.81	15,000,000	21,364,500	348,770.48	486,753.81	03/14/09	4.625%	Clearstream	11037
XS0296489304	LEH 1 TBV 6/27/07-12	46,000,000	65,517,800	46,000,000	65,517,800	0.00	0.00	06/29/12	0.000%	Clearstream	11037
XS0299929165	LEH 1 TBV 7/27/07-14	5,000,000	7,121,500	5,000,000	7,121,500	0.00	0.00	07/27/14	0.000%	Clearstream	11037
XS0300005557	LEH 0 05/10/12	5,024,876.67	7,156,931.84	5,000,000	7,121,500	24,876.67	35,431.84	11/10/08	5.268%	Clearstream	11037
XS0302634059	LEH 4 07/20/12	10,000	14,243	10,000	14,243	0.00	0.00	07/20/09	0.000%	Clearstream	11037
XS0304219818	LEH 0 06/29/13	16,000,000	22,788,800	16,000,000	22,788,800	0.00	0.00	06/29/13	0.000%	Clearstream	11037
XS0309156668	LEH 1 TBV 6/27/07-12	7,111,000	10,128,197.30	7,111,000	10,128,197.3	0.00	0.00	07/27/12	0.000%	Clearstream	11037
XS0342412284	LEH 3/28/06-14 ZC	35,000,000	49,850,500	35,000,000	49,850,500	0.00	0.00	03/28/14	0.000%	Clearstream	11037
XS0429911387	LEH 1 TBV 03/03/23	56,470,555.74	80,431,012.54	55,000,000	78,336,500	1,470,555.74	2,084,512.54	03/03/09	5.018%	Clearstream	11037
XS055376300	LEH 2008/2014 ZC	20,000,000	28,486,000	20,000,000	28,486,000	0.00	0.00	04/25/14	0.000%	Clearstream	11037
Total (EUR) 387,984,986.43			Total (USD) 552,607,016.17								

*Handwritten signature*

UGF BANCA S.p.A. (On behalf of its clients)

EXHIBIT 2 to the Proof of Claim - ISINs of the Lehman  
Programs Securities to which the Proof of Claim  
relates

ISIN
XS0128857413
XS0162289663
XS0176153350
XS0178969209
XS0179304869
XS0181945972
XS0183944643
XS0185655445
XS0189294225
XS0189741001
XS0193035358
XS0202417050
XS0205185456
XS0208459023
XS0210782552
XS0211093041
XS0211814123
XS0213899510
XS0224346592
XS0247679573
XS0251832662
XS0258962975
XS0268648952
XS0282937985
XS0283497005
XS0287044969
XS0296489304
XS0299929165
XS0300055547
XS0302634059
XS0304219818
XS0309156668
XS0342412284
XS0349911387
XS0356376300





UGF BANCA S.p.A. (On behalf of its clients)

**EXHIBIT 3 to the Proof of Claim - Blocking Numbers  
of the Lehman Programs Securities to which the  
Proof of Claim relates and as evidenced in  
highlighted column**

ISIN	Depository	Account number	Blocking Reference Number
XS0128857413	Clearstream	11037	CA36395
XS0162289663	Clearstream	11037	CA37084
XS0176153350	Clearstream	11037	CA37086
XS0178969209	Clearstream	11037	CA37087
XS0179304869	Clearstream	11037	CA37088
XS0181945972	Clearstream	11037	CA37091
XS0183944643	Clearstream	11037	CA37093
XS0185655445	Clearstream	11037	CA37096
XS0189294225	Clearstream	11037	CA37098
XS0189741001	Clearstream	11037	CA37101
XS0193035358	Clearstream	11037	CA37102
XS0202417050	Clearstream	11037	CA37111
XS0205185456	Clearstream	11037	CA37114
XS0208459023	Clearstream	11037	CA37116
XS0210782552	Clearstream	11037	CA37117
XS0211093041	Clearstream	11037	CA37119
XS0211814123	Clearstream	11037	CA37121
XS0213899510	Clearstream	11037	CA37122
XS0224346592	Clearstream	11037	CA37123
XS0247679573	Clearstream	11037	CA37127
XS0251832662	Clearstream	11037	CA37129
XS0258962975	Clearstream	11037	CA37132
XS0268648952	Clearstream	11037	CA37134
XS0282937985	Clearstream	11037	CA37135
XS0283497005	Clearstream	11037	CA37138
XS0287044969	Clearstream	11037	CA37141
XS0296489304	Clearstream	11037	CA37142
XS0299929165	Clearstream	11037	CA37144
XS0300055547	Clearstream	11037	CA37156
XS0302634059	Clearstream	11037	CA37302
XS0304219818	Clearstream	11037	CA37326
XS0309156668	Clearstream	11037	CA37425
XS0342412284	Clearstream	11037	CA37428
XS0349911387	Clearstream	11037	CA37429
XS0356376300	Clearstream	11037	CA37432



UGF BANCA S.p.A. (On behalf of its clients)

EXHIBIT 4 to the Proof of Claim - Account Numbers related  
to the Lehman Programs Securities to which the Proof of  
Claim relates and as evidenced in the highlighted column

ISIN	Depository	Account number
XS0128857413	Clearstream	11037
XS0162289663	Clearstream	11037
XS0176153350	Clearstream	11037
XS0178969209	Clearstream	11037
XS0179304869	Clearstream	11037
XS0181945972	Clearstream	11037
XS0183944643	Clearstream	11037
XS0185655445	Clearstream	11037
XS0189294225	Clearstream	11037
XS0189741001	Clearstream	11037
XS0193035358	Clearstream	11037
XS0202417050	Clearstream	11037
XS0205185456	Clearstream	11037
XS0208459023	Clearstream	11037
XS0210782552	Clearstream	11037
XS0211093041	Clearstream	11037
XS0211814123	Clearstream	11037
XS0213899510	Clearstream	11037
XS0224346592	Clearstream	11037
XS0247679573	Clearstream	11037
XS0251832662	Clearstream	11037
XS0258962975	Clearstream	11037
XS0268648952	Clearstream	11037
XS0282937985	Clearstream	11037
XS0283497005	Clearstream	11037
XS0287044969	Clearstream	11037
XS0296489304	Clearstream	11037
XS0299929165	Clearstream	11037
XS0300055547	Clearstream	11037
XS0302634059	Clearstream	11037
XS0304219818	Clearstream	11037
XS0309156668	Clearstream	11037
XS0342412284	Clearstream	11037
XS0349911387	Clearstream	11037
XS0356376300	Clearstream	11037





FIRME SOCIALI

*Consiglio di Amministrazione*

STEFANINI Pierluigi  
Presidente

*Pierluigi Stefanini*

*Stefanini*

COFFARI Gilberto  
Vice Presidente

*Giuseppe Coffari*

*Direzione Generale (\*):*

COLOMBINI Luciano  
Direttore Generale

*Luciano Colombini*

COLOMBERA Fabio  
Vice Direttore Generale

*Fabio Colombero*

*Colombero*

ALBERTAZZI Gianluca  
Responsabile Concessione Crediti

*Gianluca Albertazzi*

*Albertazzi*

CAVALLI Stefano  
Responsabile Funzione Segmento Retail

*Stefano Cavalli*

*Cavalli*

DE SANTIS Stefano  
Responsabile Funzione Legale, Societario e Compliance

*Stefano De Santis*

DI IORIO Pasquale  
Responsabile Organizzazione e IT

*Pasquale Di Iorio*

*Di Iorio*

8 (\*)-Abilitati alla firma per la Direzione Generale e per tutte le dipendenze:

05/08/2009



Direzione Generale (\*):

LANZONI Romeo  
Dirigente

MASCANZONI Gianfranco  
Direttore Crediti

PAOLETTI Beatrice  
Responsabile Amministrazione e Bilancio

TAGNOCHETTI Dario  
Dirigente

TRIFIRO' Carlo  
Responsabile Programmazione e Controllo di Gestione

VITALE Giacomo  
Vice Direttore Commerciale

BONAVITA Saverio  
Responsabile Finanza

GORLANI Pietro  
Responsabile Risk Management

TESTINI Loredana  
Responsabile Personale

9 (\*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

05/08/2009



Direzione Generale (\*):

ALIBERTI Paolo  
Quadro Direttivo 4° Livello



ARMO' PIRRONE Ugo  
Quadro Direttivo 4° Livello



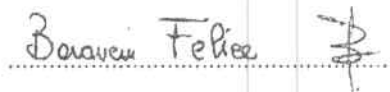
BADIALI Marco  
Quadro Direttivo 4° Livello



BAGNOLINI Moreno  
Quadro Direttivo 4° Livello



BARONCINI Felice  
Quadro Direttivo 4° Livello



BEONI Ferruccio  
Quadro Direttivo 4° Livello



BETTELLI Marco  
Quadro Direttivo 4° Livello



BICCHECCHI Mauro  
Quadro Direttivo 4° Livello



BIRELLO Brenda  
Quadro Direttivo 4° Livello



10(\*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

20/04/2009



*Direzione Generale (\*):*

BONOMINI Giorgio  
Quadro Direttivo 4° Livello  
Area Finanza

*Giorgio Bonomini* *CB*

BRUSCHI Gianfranco  
Quadro Direttivo 4° Livello

*Gianfranco Bruchi* *CB*

BUX Alessandro  
Quadro Direttivo 4° Livello

*Alessandro Bux* *CB*

CASAGRANDE Claudio  
Quadro Direttivo 4° Livello

*Claudio Casagrande* *CB*

CAVALIERI Antonella  
Quadro Direttivo 4° Livello  
Area Amministrazione

*Antonella Cavalleri* *CB*

CAVANNA Marinella  
Quadro Direttivo 4° Livello

*Marinella Cavanina* *CB*

CLAPCI Alberto  
Quadro Direttivo 4° Livello

*Alberto Clapci* *CB*

COCCHI Alessandro  
Quadro Direttivo 4° Livello

*Alessandro Cocchi* *CB*

COMINI Emanuele  
Quadro Direttivo 4° Livello

*Emanuele Comini* *CB*

11(\*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

01/10/2009



Direzione Generale (\*):

COVA Enrico  
Quadro Direttivo 4° Livello

CRIVELLI Nicoletta  
Quadro Direttivo 4° Livello

D'ARRIGO Lucio  
Quadro Direttivo 4° Livello

DELLACROCE Alessandro  
Quadro Direttivo 4° Livello

DEPOLITI Stefano  
Quadro Direttivo 4° Livello

DE SIMONE Vincenzo  
Quadro Direttivo 4° Livello

FALANGA PERI Roberto  
Quadro Direttivo 4° Livello

FANTUZZI Mauro  
Quadro Direttivo 4° Livello

FIOCCHI Michele  
Quadro Direttivo 4° Livello

12(\*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

01/07/2009

*[Handwritten signature]*

*[Handwritten signature]*

James L. L. L. L.

Audrey Chedumi

Leonard B. Igou

*[Handwritten signature]*

Case Gandhi Cg

Robalo - 4 ✓

 UNIPOL





*Direzione Generale (\*):*

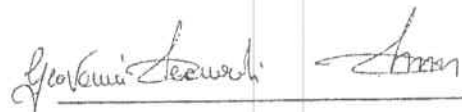
LARI Alberto  
Quadro Direttivo 4° Livello Area Finanza



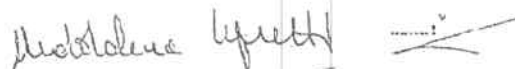
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Quadro Direttivo 4° Livello



LEONARDI Giovanni  
Quadro Direttivo 4° Livello



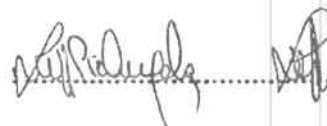
LEPRETTI Maddalena  
Quadro Direttivo 4° Livello



LIVI Luca Giuseppe  
Quadro Direttivo 4° Livello



LUPPI Pier Angela  
Quadro Direttivo 4° Livello



MANDRIOLI Carlo  
Quadro Direttivo 4° Livello



MARCHI Andrea  
Quadro Direttivo 4° Livello



MONTEVECCHI Renato  
Quadro Direttivo 4° Livello



MORGAGNI Pieruigi  
Quadro Direttivo 4° Livello





Direzione Generale (\*):

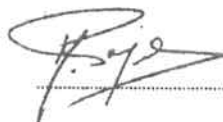
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Quadro Direttivo 4° Livello

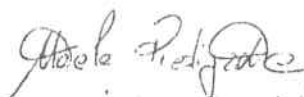
NOBILE Mauro  
Quadro Direttivo 4° Livello

PAPALE Maurizio  
Quadro Direttivo 4° Livello



PIEDIGROTTA Natale  
Quadro Direttivo 4° Livello

QUERCIOLI Mauro  
Quadro Direttivo 4° Livello

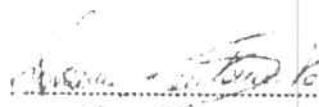
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Quadro Direttivo 4° Livello

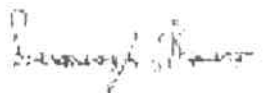

RIBATTI Elisabetta  
Quadro Direttivo 4° Livello

SANTONOCITO Giovanni  
Quadro Direttivo 4° Livello



SCARAMAGLI Mauro  
Quadro Direttivo 4° Livello

15(\*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

01/08/2009



Direzione Generale (\*):

SCASSEDDU Mauro  
Quadro Direttivo 4° Livello

SERRA Franco  
Quadro Direttivo 4° Livello Area Finanza

TAGLIONI Massimo  
Quadro Direttivo 4° Livello  
Area Back Office

TALEVI Claudia  
Quadro Direttivo 4° Livello

TEODORI Paolo  
Quadro Direttivo 4° Livello

TESTONI Gian Guido  
Quadro Direttivo 4° Livello

TOMASI Maurizio  
Quadro Direttivo 4° Livello

VICENZI Michele  
Quadro Direttivo 4° Livello

ZUCCHINI Claudio  
Quadro Direttivo 4° Livello



Direzione Generale (\*):

AMBROSIO Italo Luigi  
Quadro Direttivo 3° Livello

ATTANASIO Alfonso  
Quadro Direttivo 3° Livello

BACCAN Gianni  
Quadro Direttivo 3° Livello

BERGAMINI Marco  
Quadro Direttivo 3° Livello

BOZZI Tonino  
Quadro Direttivo 3° Livello

BUDA Pascale  
Quadro Direttivo 3° Livello

DE PINO Stefano  
Quadro Direttivo 3° Livello

DE PALMA Emilio  
Quadro Direttivo 3° Livello

FINI Marco  
Quadro Direttivo 3° Livello

17(\*) - Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

03/08/2009



Direzione Generale (\*):

FORNI Fausto  
Quadro Direttivo 3° Livello

FOTI Domenico  
Quadro Direttivo 3° Livello

LAMBERTINI Andrea  
Quadro Direttivo 3° Livello

MAINI Ivano  
Quadro Direttivo 3° Livello  
Area Amministrazione

MARRACCINI Alberto  
Quadro Direttivo 3° Livello

MASOTTI Alessandra  
Quadro Direttivo 3° Livello

MAZZOTTI Mirella  
Quadro Direttivo 3° Livello

MUSOLESI Barbara  
Quadro Direttivo 3° Livello

PASCALE GUIDOTTI MAGNANI Fabrizio  
Quadro Direttivo 3° Livello  
Area Back Office



Direzione Generale (\*):

PATRIARCA Almerindo  
Quadro Direttivo 3° Livello

ROCCA Sandra  
Quadro Direttivo 3° Livello

ROMANO Giovanni  
Quadro Direttivo 3° Livello

ROSSI Paolo  
Quadro Direttivo 3° Livello

SENATORE Sergio  
Quadro Direttivo 3° Livello

SOFFRITTI Daniele  
Quadro Direttivo 3° Livello

SPAMPINATO Filippo Luigi  
Quadro Direttivo 3° Livello

STANZANI Mauro  
Quadro Direttivo 3° Livello

TOLOMELLI Armando  
Quadro Direttivo 3° Livello  
Area Finanza



*Direzione Generale (\*):*

VANNINI Paolo  
Quadro Direttivo 3° Livello  
Area Amministrazione

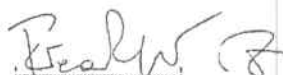
 

ZOCCO Antonino  
Quadro Direttivo 3° Livello

*Per la Funzione Mutui e Crediti Speciali*

RIGHI Piero



*Per la Funzione Segreteria Fidi, Garanzie e Anagrafe Generale:*

MELILLO Maria Teresa

*Per la Funzione Back Office Estero*

BERNARDONI Alessandro



*Per la Funzione Asset Management Risparmio Gestito*



BOLOGNINI Gianluca

CAVANI Filippo

GALLETTI Luca

20 (\*) – Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

15/09/2009





Direzione Generale (\*):

LANDI Valeria

Valeria Landi VL

MERLI Silvia

Silvia Merli SM

ORLANDO Francesca

Francesca Orlando FO

ZAVALLONI Maurizio

Maurizio Zavalloni Z

Per la Funzione Raccolta Ordini Negoziazione

FABBRI Alberto

Alberto Fabbrì AF

MONARI Giovanni

Giovanni Monari GM

SERRA Gianluca

Gianluca Serra GS

SGATTI Alessandro

Alessandro Sgatti AS

ZEN Marco

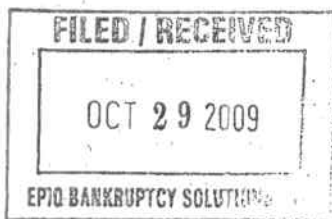
Marco Zen MZ

21(\*) – Abilitati alla firma per la Direzione Generale e per tutte le Dipendenze

18/03/2009

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**EXHIBIT B**

[Executed Evidence of Transfer of Claim]

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **UGF Banca S.p.A.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Barclays Bank PLC** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the **applicable claim** specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest (and the right, title and interest of Unipol Gruppo Finanziario S.p.A. ("Holdings") and UGF Assicurazioni S.p.A. (formerly known as Unipol Assicurazioni S.p.A.) ("Assicurazioni"), if any) in and to Proof of Claim Number **55744** filed by **UGF Banca S.p.A. on behalf of its clients** (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller (and the rights and benefits of Holdings and Assicurazioni, if any) relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever (all of the foregoing, "Claims"), whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest (and the right, title and interest of Holdings and Assicurazioni, if any) in, to and under the transfer agreements, if any, under which Seller (or Holdings or Assicurazioni) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim asserts valid Claims against the Debtor and the Proof of Claim was duly, validly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims and the Proof of Claim, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller was duly authorized and empowered to execute and file the Proof of Claim and is duly authorized to perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller and Assicurazioni are each wholly owned subsidiaries of Holdings; (g) Holdings and Assicurazioni are each clients of the Seller with respect to the Purchased Securities; (h) Seller acted as custodian for its clients, Holdings and Assicurazioni, in accordance with a duly executed and valid custody agreement (the "Custody Agreement") when Seller filed the Proof of Claim; (i) Seller has provided Purchaser with a true and correct copy of the Custody Agreement; (j) Seller is authorized to transfer, and pursuant to this Agreement and Evidence of Transfer of Claim is transferring, whatever right, title and interest each of Holdings and/or Assicurazioni may have to the Proof of Claim and the Transferred Claims; (k) Seller, Holdings and/or Assicurazioni is/are the record and beneficial holder(s) of each of the Purchased Securities; (l) neither the Seller nor any of its affiliates (including, without limitation, Holdings and Assicurazioni) has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (m) all amounts due and owing in respect of each Purchased Security have been declared due and payable in accordance with the terms of one or more agreements or instruments relating to any such Purchased Security.

3. Seller, on behalf of itself and its affiliates (including, without limitation, Holdings and Assicurazioni), hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller, on behalf of itself and its affiliates (including, without limitation, Holdings and Assicurazioni), acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller or its affiliates (including, without limitation, Holdings and Assicurazioni). Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall (and will cause Holdings and Assicurazioni to) promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller (or Holdings and/or Assicurazioni) in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller, on behalf of itself and its affiliates (including, without limitation, Holdings and Assicurazioni), and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

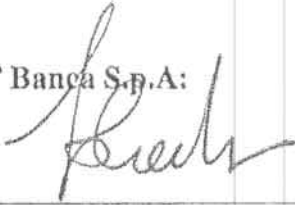
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 7th day of May 2010.

Barclays Bank PLC

By:   
Name: Daniel Crowley  
Title: Managing Director

745 Seventh Ave  
New York, NY 10019

UGF Banca S.p.A:

By:   
Name: Colombini Luciano  
Title: Chief Executive Officer

Piazza della Costituzione, 2  
40128 Bologna, Italy

Schedule 1

Transferred Claims

Purchased Claim

100% of the XS0283497005 claim having a principal/notional amount of USD 14,243,000 reflected in the Proof of Claim as of October 29, 2009.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Euro 10,000,000 Lehman Brother Treasury co BV CMS linked Notes due January 2017	ISIN: XS0283497005	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 14,243,000	CMS linked	January 31, 2017	UDS 14,637,000.42

Schedule 1-1